MANUFACTURING AND FORMULATION AGREEMENT  
  
 AGREEMENT made as of this 3rd day of October, 2000, between  
KMG-BERNUTH, INC., a Delaware corporation, having its principal office in  
Houston, Texas, (hereinafter referred to as "KMG") and GB BIOSCIENCES  
CORPORATION, a Delaware corporation, having its principal office in  
Wilmington, Delaware, (hereinafter referred to as "GB").  
  
 RECITALS  
  
 WHEREAS, GB manufactures and/or sells and markets a  
monosodium/-disodium methanearsonic acid based pesticide products line  
(commonly referred to as MSMA and DSMA products) in the United States and  
certain other countries (the "Arsonates Line");  
  
 WHEREAS, GB and KMG and KMG's parent, KMG CHEMICALS, INC., a Texas  
corporation, have entered into that certain Asset Sale Agreement dated the  
date hereof by ("Asset Sale Agreement") which GB shall sell and KMG shall  
purchase the Arsonates Line of GB on the terms and conditions set forth  
therein; and  
  
 WHEREAS, a condition of the purchase of the Arsonates Line by KMG is  
that GB manufacture and formulate certain MSMA products for sale to KMG for an  
interim period on the terms and conditions set forth herein.  
  
 NOW THEREFORE, in consideration of mutual covenants and agreements  
herein contained, the parties agree as follows:  
  
  
 ARTICLE I  
 MANUFACTURE OF TECHNICAL AND FORMULATED PRODUCTS  
  
 1.1 GB shall manufacture active ingredient (monomethanearsonic acid)  
in accordance with the specifications set forth in SCHEDULE 1 ("Technical  
Product") and formulate Technical Product into the end-use products  
("Formulated Products") described on and in accordance with the specifications  
set forth in SCHEDULE 2, and KMG shall purchase such Technical Product and  
Formulated Products, for the price and on the other terms and conditions set  
forth in this Agreement (Technical Product and Formulated Products are  
sometimes referred to collectively as "MSMA products"). Subject to the  
provisions of the Asset Sale Agreement, if requested by KMG, during the Term  
GB shall cause KMG to be a subregistrant under pesticide registrations  
pertaining to MSMA products held by GB or its affiliates.  
  
  
  
 1.2 GB shall manufacture and formulate MSMA products at its  
production facility ("Plant") located at 0000 Xxxxx Xxxx, Xxxxxxx, Xxxxx for  
KMG, and KMG shall purchase MSMA products from GB, until (i) GB shall have  
manufactured and formulated [omitted subject to a request for confidential  
treatment], subject to a 2% upward variance to facilitate batch production,  
of MSMA products (as determined from the Inventory Report, hereinafter  
defined and/or other reports generated by GB to reasonably verify such  
inventory amounts, and including Existing Inventory), or (ii) the expiration  
of thirty (30) days after receipt of written notice from KMG to GB that GB  
should cease manufacturing and formulating MSMA products or (iii) February 15,  
2001, whichever is earliest ("Plant Shutdown"). GB agrees that it will use all  
commercially reasonable efforts to manufacture and formulate MSMA products at  
the Plant that, when combined with all Existing Inventory (hereinafter  
defined) shall be sufficient to satisfy clause (i) of the immediately  
preceding sentence prior to Plant Shutdown.  
  
 1.3 Prior to Plant Shutdown, but subject to the storage limitations  
for Technical Product set forth in Section 4.1, GB agrees to allocate its  
production of MSMA products among Technical Product and particular Formulated  
Products in the manner that KMG may reasonably request after consultation with  
GB. Notwithstanding the foregoing, it is the parties expectation that 25% of  
the MSMA products (including Existing Inventory) produced by GB and purchased  
by KMG hereunder shall be Technical Product and 75% of the MSMA products  
(including Existing Inventory) produced by GB and purchased by KMG hereunder  
shall be Formulated Products. If this ratio increases or decreases by more  
than 10%, the parties shall meet in good faith to discuss an equitable  
adjustment to the price paid for MSMA products hereunder. It is agreed that  
the MSMA products manufactured and formulated hereunder shall constitute the  
entire output of the Plant during the Term (hereinafter defined) of this  
Agreement and GB shall not manufacture, formulate or package MSMA products  
during the Term for any other person or entity and GB and its affiliates shall  
not sell MSMA products after the date hereof. Any MSMA products manufactured  
or formulated by GB prior to the date hereof and unsold by GB at the date  
hereof (the "Existing Inventory") shall be purchased by KMG on the terms and  
conditions of this Agreement, except for existing inventory of DMSA and Ansar  
8100 held by GB at Closing, which the parties agree GB can sell until  
depleted. GB shall not be restricted in any way under this Agreement from  
manufacturing, formulating or packaging products other than MSMA products.  
  
 1.4 All costs and expenses necessary for the manufacturing and  
formulation of Technical Product and Formulated Products under this Agreement,  
including but not limited to the cost of raw materials, supplies and  
utilities, shall be borne by GB, provided, however, KMG shall purchase from GB  
(Ex Works the Plant, Incoterms 2000) at GB's actual cost all arsenic trioxide  
on hand at Plant Shutdown that has not been  
  
  
 2  
  
  
  
used to manufacture and formulate MSMA products hereunder ("Raw Materials").  
At its option, KMG may also purchase from GB any Packaging Materials (as  
hereinafter defined) used for Packaging MSMA and remaining at Plant Shutdown  
at GB's actual cost. GB's invoice for the Raw Materials and Packaging  
Materials purchased by KMG shall include reasonable evidence of its actual  
cost and shall be payable net 30 days.  
  
 1.5 After Plant Shutdown, GB shall thereafter have no obligation to  
manufacture Technical Product or Formulated Products for KMG.  
  
 1.6 Title and risk of loss of or damage to Technical Product shall  
pass to KMG on December 31, 2000, Plant Shutdown or delivery of Technical  
Product to a carrier for shipment per instructions from KMG, whichever is  
earlier. Title and risk of loss of or damage to Formulated Products shall pass  
to KMG upon delivery of Formulated Products, packaged for shipment, to one or  
more off-site storage location selected by the parties.  
  
  
 ARTICLE II  
 PAYMENT  
  
 2.1 For MSMA products, including Existing Inventory, manufactured and  
formulated by GB and sold to KMG hereunder, KMG shall pay GB a fee of  
[omitted subject to a request for confidential treatment] ("Tolling Fee"),  
payable as set forth in Section 2.3.  
  
 2.2 The Tolling Fee shall be payable as follows: Each month GB shall  
invoice and KMG shall pay to GB the Tolling Fee (i) for each gallon of  
Formulated Product (including Existing Inventory of Formulated Product) placed  
into the agreed off-site storage facilities by GB in the preceding month and  
(ii) prior to Plant Shutdown, for each gallon of Technical Product (including  
Existing Inventory of Technical Product) delivered in the preceding month by  
GB for shipment per shipping instructions from KMG. The monthly Inventory  
Report (hereinafter defined) shall be used for the preparation of such monthly  
invoices. Upon Plant Shutdown, KMG shall pay GB the Tolling Fee for each  
gallon of Technical Product manufactured by GB hereunder (excluding Technical  
Product formulated into Formulated Product and Technical Product delivered for  
shipment prior to Plant Shutdown).  
  
 2.3 On or before five (5) business days after the end of each month  
during the Term, GB shall produce a report or accounting ("Inventory Report")  
of Formulated Product placed into the off-site storage area and of Technical  
Product as to which title and risk of loss has passed to KMG. In the  
preparation of the Inventory Report, GB shall be responsible for reporting on  
the amount of Formulated Product placed into the off-site storage area and of  
Technical Product as to which title and risk of loss has  
  
  
 3  
  
  
  
passed to KMG. Each Inventory Report shall set forth the quantity of MSMA  
products (including Existing Inventory) manufactured and formulated under this  
Agreement during the preceding month and in the aggregate and be in such form  
as the parties may reasonably agree.  
  
 2.4 Notwithstanding anything to the contrary in this Article II, KMG  
shall take delivery of and pay for all Existing Inventory, MSMA products, Raw  
Materials (and Packaging Materials, if applicable) manufactured for or  
supplied to KMG hereunder no later than June 30, 2001.  
  
 2.5 The Tolling Fee payable under this Article II is exclusive of all  
sales taxes, duties, or other similar fees or charges related to the sale of  
the MSMA products; to the extent GB is subject to any such taxes, fees or  
charges, KMG shall reimburse GB.  
  
  
 ARTICLE III  
 PACKAGING AND SHIPPING  
  
 3.1 GB shall package, label, xxxx, and handle (such activities  
generally collectively referred to herein as "Packaging") the Formulated  
Products in accordance with the specifications in SCHEDULE 2 hereto. GB, at  
its sole cost and expense, shall supply all raw materials, containers,  
cartons, strapping and other packaging materials ("Packaging Materials")  
required to formulate and package the Formulated Products. Copies of material  
safety data sheets for the MSMA products, including applicable raw materials,  
and a list of packaging components are attached hereto as SCHEDULE 3 (the  
"Packaging Components").  
  
 3.2 From time to time KMG shall submit shipping instructions to GB  
for quantities of Technical Product. All quantities shall be for immediate  
shipment unless otherwise provided in the shipping instructions. GB shall at  
its cost and expense remove Technical Products from storage at the Plant and  
load them on the carrier in accordance with the shipping instructions. GB  
shall at its cost and expense transport all Formulated Product to the agreed  
off-site storage facilities selected by the parties. KMG shall be responsible  
for removing any Formulated Products from storage at such off-site facilities  
and shall pay any and all costs associated with loading and shipping such  
Formulated Products from the storage facilities.  
  
  
 ARTICLE IV  
 STORAGE OF MSMA PRODUCTS  
  
 4.1 GB shall store Technical Product in bulk form in its dedicated  
storage tank to the maximum of GB's dedicated storage tankage, but not  
exceeding 150,000  
  
  
 4  
  
  
  
gallons. GB shall store Formulated Products at off-site storage facilities  
selected by the parties.  
  
 4.2 All costs and expenses of storage of MSMA products at the Plant  
shall be borne by GB and KMG shall not be charged any rent, stocking, handling  
or other similar fee in connection therewith. All costs and expenses of  
storage at off-site facilities of MSMA products, including warehouse in/out  
charges, shall be borne by KMG or reimbursed by KMG to GB.  
  
  
 ARTICLE V  
 MSMA PRODUCTS LOSS AVOIDANCE  
  
 5.1 GB shall undertake reasonable efforts to minimize any loss, theft  
of or damage to KMG's Technical Product and Formulated Products while in GB's  
possession or control.  
  
 5.2 GB agrees to notify KMG within ten (10) business days upon its  
becoming aware of any loss, theft or damage to MSMA products.  
  
  
 ARTICLE VI  
 WASTE ISSUES  
  
 6.1 GB will dispose of all waste resulting from the activities  
hereunder. At KMG's request, GB shall provide KMG with copies of any manifests  
or other documentation relating to such waste disposal.  
  
  
 ARTICLE VII  
 QUALITY CONTROL, SAMPLING AND REPORTING  
  
 7.1 KMG shall have the right to enter GB's Plant with prior notice to  
GB during regular business hours for the purpose of observing the manufacture  
of Technical Product, the formulating of Formulated Products, the packaging of  
Formulated Products, conducting inventories, inspecting the quality of the  
Technical Product and the Formulated Products and its packaging, and/or  
obtaining samples of the materials being furnished.  
  
 7.2 For each lot of Technical Product and Formulated Product  
prepared, GB shall perform quality assurance pursuant to GB's Product Manuals,  
a copy of which have been provided to KMG. Copies of each quality assurance  
report shall be provided to KMG.  
  
  
  
 5  
  
  
  
  
 7.3 Any and all costs and expenses incurred by or for the account of  
GB outside of the Plant in performing the sampling and analysis pursuant to  
this Article VII shall be invoiced directly to KMG or reimbursed by KMG on  
request.  
  
 7.4 For samples sent to KMG, all samples shall be properly packaged  
and shipped to a storage destination of KMG's choice.  
  
  
 ARTICLE VIII  
 WARRANTIES AND LIMITATION OF DAMAGES  
  
 8.1 GB warrants that all Technical Product will comply with the  
specifications on SCHEDULE 1 when delivered to KMG. EXCEPT AS PROVIDED IN THE  
FOREGOING SENTENCE, GB MAKES NO WARRANTY, EXPRESS OR IMPLIED WITH REGARD TO  
THE TECHNICAL PRODUCTS OR GB'S SERVICES HEREUNDER, AND ANY IMPLIED WARRANTY OF  
SUITABILITY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY  
DISCLAIMED.  
  
 8.2 GB warrants its formulation and packaging of all Formulated  
Products hereunder shall comply with the specifications therefor set forth in  
SCHEDULE 2. EXCEPT AS PROVIDED IN THE FOREGOING SENTENCE, GB MAKES NO  
WARRANTY, EXPRESS OR IMPLIED WITH REGARD TO THE FORMULATED PRODUCTS OR GB'S  
SERVICES HEREUNDER, AND ANY IMPLIED WARRANTY OF SUITABILITY OR MERCHANTABILITY  
OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED.  
  
 8.3 Notwithstanding any other provision of this Agreement, in the  
event either party is liable to the other for any matter relating to this  
Agreement, whether arising in contract, equity or tort (including without  
limitation any claim for negligence), and in addition to any other limitation  
of liability or remedy set forth in this Agreement, the amount of damages  
recoverable by either party shall not include any amount for ANY INDIRECT OR  
CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME OR LOST SAVINGS.  
  
  
 ARTICLE IX  
 INDEPENDENT CONTRACTOR  
  
 9.1 In the performance of this Agreement, GB is engaged as an  
independent business as an independent contractor, and nothing herein shall be  
construed to the contrary. GB shall act as an independent contractor for KMG  
in performing hereunder, and shall furnish all labor, supervision, machinery  
and equipment necessary for its performance hereunder and shall obtain and  
maintain all building and other permits and licenses required by public  
authorities in connection therewith. Neither party reserves  
  
  
 6  
  
  
  
any right to exercise any control over any of the other party's employees, who  
shall be entirely under the control and direction of such party. Nothing in  
this Agreement shall make either party the partner, agent, or representative  
of the other party.  
  
  
 ARTICLE X  
 GENERAL INDEMNITY AGREEMENT  
  
 10.1 GB shall assume full responsibility for and shall defend,  
indemnify and hold harmless KMG, its directors, officers, employees, agents  
and direct and indirect affiliates, from and against any and all losses,  
claims, obligations, liens, encumbrances, liabilities, penalties, causes of  
actions, damages, costs and expenses, (including, without limitation, orders,  
judgments, fines, amounts paid in settlement and reasonable attorneys' fees  
and expenses), whether the foregoing are based in contract, tort, strict  
liability, breach of warranty, the sole or concurrent negligence of GB or any  
person whose negligence, duties, actions or liabilities may be attributed or  
imputed to GB, or any other legal theory, for personal injury to or death of  
persons (including employees of GB or KMG), damage to (including loss of use  
of) or destruction of any property, or damage or harm to, contamination of or  
adverse effect on human beings or the environment, proximately caused by (i)  
the failure of any of the Technical Product or Formulated Product manufactured  
or formulated by GB hereunder to meet the specifications therefor set forth in  
Schedule 1 and Schedule 2, respectively; (ii) any grossly negligent act or  
omission hereunder of GB, its officers, employees, agents or contractors; or  
(iii) any violation of any law or regulation by GB, its officers, employees,  
agents or contractors.  
  
 10.2 KMG shall assume full responsibility for and shall defend,  
indemnify and hold harmless GB, its directors, officers, employees and agents  
and direct and indirect affiliates, from and against any and all loss or  
claims, obligations, liens, encumbrances, liabilities, penalties, causes or  
action, damages, costs and expenses (including without limitation, orders,  
judgments, fines, amounts paid in settlement and reasonable attorneys' fees  
and expenses), whether the foregoing are based in contract, tort, strict  
liability, breach of warranty, the sole or concurrent negligence of KMG or any  
person whose negligence, duties, actions or liabilities may be attributed or  
imputed to KMG, or any other legal theory, for personal injury to or death of  
persons (including employees of KMG or GB), and/or damage to (including loss  
of use of) or destruction of any property or, damage or harm to, or  
contamination of or adverse effect on human beings or the environment,  
proximately caused by (i) any grossly negligent act or omission hereunder of  
KMG, its officers, employees, agents or contractors; (iii) any violation of  
any law or regulation by KMG, its officers, employees, agents or contractors.  
  
  
 7  
  
  
  
 10.3 The obligations of Section 10.1 and 10.2 shall continue beyond  
the termination of any other portion of this Agreement.  
  
  
 ARTICLE XI  
 COMPLIANCE WITH LAWS  
  
 GB and KMG each shall comply with all laws, rules and regulations of  
governmental authorities regarding or in connection with the performance of  
its obligations hereunder.  
  
  
 ARTICLE XII  
 CONFIDENTIAL INFORMATION  
  
 That certain Confidentiality Agreement dated February 3, 2000 between  
GB Biosciences and Purchaser shall remain in force and effect in accordance  
with its terms notwithstanding any termination of this Agreement.  
  
  
 ARTICLE XIII  
 FORCE MAJEURE  
  
 13.1 Subject to Section 13.2 neither party shall be subject to any  
liability for delay in performance, or nonperformance, as a result of fire,  
flood, natural catastrophe, strike, riot, act of government authority or  
compliance with government request, act of God, or other contingencies and  
circumstances beyond its reasonable control interfering with the production,  
supply or transportation of the materials covered by this Agreement (including  
any raw materials and energy sources) or used in connection therewith. Each  
party shall give the other party prompt written notice of any occurrence of an  
event of force majeure, the nature thereof, and the extent to which the  
affected party will be unable to fully perform its obligations hereunder. Each  
party further agrees to use all reasonable efforts to correct the condition as  
quickly as possible. If such period of force majeure continues for a period of  
thirty (30) days, the party not experiencing the event of force majeure may  
terminate this Agreement by giving the other party at least ten (10) days  
prior written notice thereof.  
  
 13.2 Notwithstanding Section 13.1, neither party shall be excused for  
delay in performance, or nonperformance, by reason of events of force majeure  
for more than fifteen (15) days in any calendar year. Upon the termination of  
force majeure events, the party not claiming an excuse by reason of such force  
majeure events may, at its option, either (i) cancel quantities from this  
Agreement not shipped due to the force majeure events without affecting the  
balance of this Agreement, or (ii) extend this Agreement one day for each day  
that performance is suspended due to force majeure events.  
  
  
 8  
  
  
  
 ARTICLE XIV  
 TERM AND TERMINATION  
  
 14.1 Unless otherwise terminated as provided herein, the term  
("Term") of this Agreement shall begin on the date of this Agreement and shall  
end on June 30, 2001.  
  
 14.2 Notwithstanding Section 13.1, this Agreement may be terminated  
(a) by either party at any time on the other party's breach of the material  
terms of this Agreement by giving the breaching party at least sixty (60)  
days' prior written notice thereof, provided that such breach is not cured to  
the non-breaching party's reasonable satisfaction within such sixty (60) day  
notice period; (b) by the mutual written agreement of the parties; or (c) by  
either party in the event that the other party becomes insolvent, or generally  
unable to pay its debts as they become due or shall become the subject of a  
bankruptcy, conservatorship, receivership or similar proceeding, or shall make  
a general assignment for the benefit of its creditors.  
  
 14.3 In the event of any termination hereof, KMG shall pay GB for any  
raw materials or Packaging Components purchased for KMG prior to the date of  
termination which cannot be returned to the vendor or immediately used by GB  
for other products handled by GB, as well as for any other costs incurred by  
GB with regard to the preparing for or undertaking any services hereunder.  
  
  
 ARTICLE XV  
 ASSIGNMENT  
  
 15.1 Neither party may assign its rights or delegate its performance  
hereunder, whether by operation of law or otherwise, without the prior written  
consent of the other party, which consent shall not be unreasonably withheld;  
and any attempted assignment or delegation or transfer without such consent  
shall be void. Notwithstanding the foregoing, or any other provision of this  
Agreement, KMG acknowledges that the parent company of GB has announced plans  
to merge with the agrochemicals business of Novartis AG to form Syngenta AG.  
The parties acknowledge that if, following completion of Syngenta transaction,  
the Syngenta group internally reorganizes, then this Agreement may be assigned  
by GB to a reorganized affiliate with notice to, but without the prior written  
consent of, KMG.  
  
  
 ARTICLE XVI  
 NOTICES  
  
 16.1 All notices hereunder shall be given in writing by certified or  
registered mail, with postage prepaid, addressed to each of the parties hereto  
as its address set  
  
  
 9  
  
  
  
forth below, or at such other address as may be specified in writing by such  
party. Any notice thus given shall be deemed effective on the date of mailing:  
  
If to GB:  
 GB Biosciences Corporation  
 0000 Xxxxxxx Xxxx  
 Xxxxxxxxxx, XX 00000  
 Attn.: Plant Manager  
 Fax: 000-000-0000  
 Phone: 000-000-0000  
  
If to KMG:  
  
 KMG-Bernuth, Inc.  
 00000 Xxxxxx, Xxxxx 000  
 Xxxxxxx, Xxxxx 00000  
 Attention: President  
 Fax: 000-000-0000  
 Phone: 000-000-0000  
  
  
 ARTICLE XVII  
 CHOICE OF LAW  
  
 17.1 This Agreement shall be governed by and interpreted under the  
laws of the State of Delaware, without regard to its principles of conflict of  
law.  
  
  
 ARTICLE XVIII  
 DISPUTE RESOLUTION  
  
 18.1 If any dispute arises in connection with this Agreement, the  
parties agree to discuss such dispute in good faith and attempt to resolve it  
without recourse to the formal dispute resolution mechanism provided in  
Section 18.2.  
  
 18.2 After discussions provided in Section 18.1, either party may  
provide written notice to the other party that a dispute has arisen to be  
resolved through the mechanism set forth in this Section 18.2. Upon issuance  
and receipt of such notice, GB and KMG, acting through GB's designated  
representative and KMG's designated representative respectively, in good faith  
shall strive to resolve any such noticed dispute; those representatives may  
agree to retain jointly an independent mediator to assist in resolving the  
dispute. If, however, such representatives of GB and KMG fail for any reason  
to resolve the dispute within ninety (90) days after the date of the  
  
  
 10  
  
  
  
written notice of dispute resolution, then and only then shall the parties be  
free to pursue their remedies at law or in equity; provided, however, that the  
parties shall be free at any and all times to seek injunctive relief,  
regardless of whether they have availed themselves of the dispute resolution  
process set forth in Section 18.1 and 18.2  
  
  
 ARTICLE XIX  
 MISCELLANEOUS  
  
 19.1 This Agreement constitutes the full understanding of the  
parties, a complete allocation of risk KMG between them and a complete and  
exclusive statement of the terms and conditions of their agreement relating to  
the manufacturing, purchase and sale of the Technical Product, Formulated  
Product and the packaging of the Formulated Product hereunder and supersede  
any and all prior agreements, whether written or oral, that may exist between  
the parties. Except as provided otherwise in this Agreement, no conditions,  
usage of trade, course of dealing or performance, understanding or agreement  
purporting to modify, vary, explain or supplement the terms or conditions of  
this Agreement shall be binding unless hereafter made in writing and signed by  
the parties to be bound, and no modification shall be effected by the  
acknowledgment or acceptance of purchase order or shipping instruction forms  
containing terms or conditions at variance with or in addition to those set  
forth in this Agreement. No waiver by either party with respect to any breach  
or default or of any right or remedy and no course of dealing, shall be deemed  
to constitute a continuing waiver of any other breach or default or of any  
other right or remedy, unless such waiver be expressed in writing signed by  
the parties to be bound.  
  
 19.2 Section headings as to the contents of particular sections  
(Articles) are for convenience only and are in no way to be construed as part  
of this Agreement or as a limitation of the scope of the particular sections  
(Articles) to which they refer.  
  
 19.3 All provisions of this Agreement are severable and any provision  
which may be prohibited by law shall be ineffective to the extent of such  
prohibition without invalidating the remaining provisions.  
  
 19.4 This Agreement may be executed in counterparts, each of which  
shall be deemed an original, but together which shall constitute one and the  
same instrument.  
  
  
 11  
  
  
  
  
  
 IN WITNESS WHEREOF, the parties have caused this Agreement to be  
executed by their duly authorized representatives all as of the date first  
above written.  
  
 KMG-BERNUTH, INC.  
  
  
  
 By: /s/ Xxxxx X. Xxxxxxx  
 ----------------------------------  
 Xxxxx X. Xxxxxxx  
 President  
  
  
 GB BIOSCIENCES CORPORATION  
  
  
  
 By: /s/ Xxxxxxx Xxxxxxxxxx  
 ----------------------------------  
 Xxxxxxx Xxxxxxxxxx  
 Attorney-in-Fact  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
 12